

APPEAL NO. 010573

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). On March 6, 2001, a contested case hearing was held. On the sole issue, the hearing officer determined that good cause does not exist to relieve the appellant (claimant) of the effects of the agreements executed on July 22 and September 24, 1999. The claimant appeals the hearing officer's decision. The respondent (carrier) responds, urging affirmance.

DECISION

Affirmed.

The hearing officer did not err in determining that good cause does not exist to relieve the claimant of the effects of the agreements executed on July 22 and September 24, 1999. Section 410.030 provides, in part, that a benefit review conference agreement is binding on an unrepresented claimant through the conclusion of all matters relating to the claim while the claim is pending before the Texas Workers' Compensation Commission (Commission) unless the Commission "for good cause" relieves the claimant of the effects of the agreement. See *also* Tex. W.C. Comm'n, 28 TEX. ADMIN. CODE § 147.4(d)(2) (Rule 147.4(d)(2)). Whether good cause exists is a matter left up to the discretion of the hearing officer, and the determination will not be set aside unless the hearing officer abused his discretion, i.e., acted without reference to any guiding rules or principles. Texas Workers' Compensation Commission Appeal No. 94244, decided April 15, 1994, citing Morrow v. H.E.B., Inc., 714 S.W.2d 297 (Tex. 1986). We have held that the appropriate test for the existence of good cause is that of ordinary prudence; that is, the degree of diligence as an ordinarily prudent person would have exercised under the same or similar circumstances. Texas Workers' Compensation Commission Appeal No. 92426, decided October 1, 1992.

The claimant testified that he did not understand the effect of the agreements at the time he signed them, but only had the impression that he would be taken care of "medically and financially," which he asserts did not occur. On cross-examination, however, the claimant testified that he read the agreements before he signed them, that he was assisted by an ombudsman who explained the agreements to him, and that he signed the agreements voluntarily. Likewise, the documentary evidence tends to show that the ombudsman explained the agreements to the claimant at length. In Appeal No. 94244, *supra*, we observed that if a person signs a contract with a full opportunity to inform himself of its provisions, he will not thereafter be permitted to avoid the agreement on the ground that he did not understand the meaning of the language used in the agreement. In view of the evidence presented, we cannot conclude that the hearing officer abused his discretion in determining that good cause does not exist to relieve the claimant of the effect of the agreements.

The decision and order of the hearing officer are affirmed.

Susan M. Kelley
Appeals Judge

CONCUR:

Elaine M. Chaney
Appeals Judge

Gary L. Kilgore
Appeals Judge